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1 supervision of a proctor for a period of time, and specific procedures that are beyond
2 Respondent's current scope of practice.

3 5. The aforementioned information was presented to the investigative staff, the
4 medical consultant and the lead Board member. All reviewed the information and concur
5 that the interim consent agreement to restrict Respondent's practice is appropriate.

6 6. The investigation into this matter is pending and will be forwarded to the
7 Board promptly upon completion for review and action.

8 **INTERIM CONCLUSIONS OF LAW**

9 1. The Board possesses jurisdiction over the subject matter hereof and over
10 Respondent.

11 2. Pursuant to A.R.S. § 32-1405(C)(25) the Executive Director has authority to
12 enter into a consent agreement when there is evidence of danger to the public health and
13 safety.

14 3. Pursuant to A.A.C. R4-16-504, the Executive Director may enter into an
15 interim consent agreement when there is evidence that a restriction is needed to mitigate
16 imminent danger to the public's health and safety. Investigative staff, the Board's medical
17 consultant and the lead Board member have reviewed the case and concur that an interim
18 consent agreement is appropriate.

19 **INTERIM ORDER**

20 IT IS HEREBY ORDERED THAT:

21 1. Respondent's ability to practice medicine in the State of Arizona as set forth
22 in A.R.S. § 32-1401(22) is restricted as set forth in paragraphs 2 and 3, below, until the
23 restriction is released and/or modified pursuant to paragraph 5, below.

24 2. Respondent's independent endovascular neurosurgery practice shall be
25 limited to craniotomy for trauma, spinal decompression (laminectomy or anterior cervical

1 decompression) and fusion ("ADCF"), craniotomy for simple, supratentorial tumor,
2 ventriculoperitoneal shunt, diagnostic cerebral angiography and mechanical thrombectomy
3 for large vessel ischemic stroke.

4 3. Prior to performing any of the following procedures, Respondent shall obtain
5 a Board-approved proctor ("Proctor") to monitor a minimum of five cases each.
6 Respondent shall not perform these procedures independently until the Proctor certifies to
7 the Board that Respondent no longer requires proctoring. This applies to the following:
8 carotid endarterectomy, carotid stenting, coil embolization of intracranial aneurysm, clip
9 ligation of aneurysm, liquid embolic embolization of arteriovenous malformation ("AVM")
10 and instrumented spinal fusion.

11 4. Respondent is prohibited from performing the following procedures as the
12 primary surgeon: craniotomy for AVM resection, any pediatric neurovascular case,
13 extracranial-intracranial bypass and complex aneurysm treatment.

14 5. Respondent may request, in writing, release and/or modification of this
15 Interim Consent Agreement as set forth in this Interim Consent Agreement. The Executive
16 Director, in consultation with and agreement of the lead Board member and the Chief
17 Medical Consultant, has the discretion to determine whether it is appropriate to release
18 Respondent from this Interim Consent Agreement.

19 6. The Board retains jurisdiction and may initiate new action based upon any
20 violation of this Interim Consent Agreement, including, but not limited to, summarily
21 suspending Respondent's license.

22 7. Because this is an Interim Consent Agreement and not a final decision by
23 the Board regarding the pending investigation, it is subject to further consideration by the
24 Board. Once the investigation is complete, it will be promptly provided to the Board for its
25 review and appropriate action.

1 8. This Interim Consent Agreement shall be effective on the date signed by the
2 Board's Executive Director.

3 DATED this 13 day of July, 2015.

4 ARIZONA MEDICAL BOARD

5 By Patricia E. McSorley
6 Patricia E. McSorley
7 Executive Director

8 RECITALS

9 Respondent understands and agrees that:

10 1. The Board, through its Executive Director, may adopt this Interim Consent
11 Agreement, or any part thereof, pursuant to A.R.S. § 32-1405(C)(25) and A.A.C. R4-16-
12 504.

13 2. Respondent has read and understands this Interim Consent Agreement as
14 set forth herein, and has had the opportunity to discuss this Interim Consent Agreement
15 with an attorney or has waived the opportunity to discuss this Interim Consent Agreement
16 with an attorney. Respondent voluntarily enters into this Interim Consent Agreement and
17 by doing so agrees to abide by all of its terms and conditions.

18 3. By entering into this Interim Consent Agreement, Respondent freely and
19 voluntarily relinquishes all rights to an administrative hearing on the matters set forth
20 herein, as well as all rights of rehearing, review, reconsideration, appeal, judicial review or
21 any other administrative and/or judicial action, concerning the matters related to the
22 Interim Consent Agreement.

23 4. Respondent understands that this Interim Consent Agreement does not
24 constitute a dismissal or resolution of this matter or any matters that may be currently
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1 pending before the Board and does not constitute any waiver, express or implied, of the
2 Board's statutory authority or jurisdiction regarding this or any other pending or future
3 investigations, actions, or proceedings. Respondent also understands that acceptance of
4 this Interim Consent Agreement does not preclude any other agency, subdivision, or
5 officer of this State from instituting civil or criminal proceedings with respect to the conduct
6 that is the subject of this Interim Consent Agreement. Respondent further does not
7 relinquish his rights to an administrative hearing, rehearing, review, reconsideration,
8 judicial review or any other administrative and/or judicial action, concerning the matters
9 related to a final disposition of this matter, unless he affirmatively does so as part of the
10 final resolution of this matter.

11 5. Respondent acknowledges and agrees that upon signing this Interim
12 Consent Agreement and returning it to the Board's Executive Director, Respondent may
13 not revoke his acceptance of this Interim Consent Agreement or make any modifications to
14 it. Any modification of this original document is ineffective and void unless mutually
15 approved by the parties in writing.

16 6. Respondent understands that this Interim Consent Agreement shall not
17 become effective unless and until it is signed by the Board's Executive Director.

18 7. Respondent understands and agrees that if the Board's Executive Director
19 does not adopt this Interim Consent Agreement, he will not assert in any future
20 proceedings that the Board's consideration of this Interim Consent Agreement constitutes
21 bias, prejudice, prejudgment, or other similar defense.
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1 8. Respondent understands that this Interim Consent Agreement is a public
2 record that may be publicly disseminated as a formal action of the Board, and that it shall
3 be reported as required by law to the National Practitioner Data Bank.

4 9. Respondent understands that this Interim Consent Agreement does not
5 alleviate his responsibility to comply with the applicable license-renewal statutes and rules.
6 If this Interim Consent Agreement remains in effect at the time Respondent's allopathic
7 medical license comes up for renewal, he must renew his license if Respondent wishes to
8 retain his license. If Respondent elects not to renew his license as prescribed by statute
9 and rule, Respondent's license will not expire but rather, by operation of law (A.R.S. § 32-
10 3202), become suspended until the Board takes final action in this matter. Once the
11 Board takes final action, in order for Respondent to be licensed in the future, he must
12 submit a new application for licensure and meet all of the requirements set forth in the
13 statutes and rules at that time.

14 10. Respondent understands that any violation of this Interim Consent
15 Agreement constitutes unprofessional conduct under A.R.S. § 32-1401(27)(r) ("[v]iolating a
16 formal order, probation, consent agreement or stipulation issued or entered into by the
17 board or its executive director under this chapter").

18 11. ***Respondent understands and agrees to the terms of this Interim***
19 ***Consent Agreement.***

20 
21 _____
22 TRISTRAM G. NORTON, M.D.

DATED: July 13, 2015

23
24 EXECUTED COPY of the foregoing e-mailed
25 this 13 day of July, 2015 to:

1 Robert J. Milligan and Kylie Mote
2 Milligan Lawless, PC
3 5050 N 40th Street, Suite 200
4 Phoenix, AZ 85015
5 Attorney for Respondent

6 ORIGINAL of the foregoing filed
7 this 13 day of July, 2015 with:

8 Arizona Medical Board
9 9545 E. Doubletree Ranch Road
10 Scottsdale, AZ 85258

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13 Arizona Medical Board Staff
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